

### **REMARKS**

Claims 1-18, 20-30, 32-35, and 38-41 are pending and will remain pending in the application after entry of this amendment. Entry of this Amendment, reconsideration, and allowance of the pending claims is respectfully requested.

### **Claim Rejections**

Claims 1-18, 20-30, 32-35 and 38-41 are pending.

The Examiner rejected claims 1, 12, 23, 34-35 and 39-40 under 35 U.S.C. §103(a) as being unpatentable over U.S. patent 6,219,648 to Jones et al. in view of Scheifler et al., "The X Window System," published in ACM Transactions on Graphics, Vol. 5, No. 2, April 1996.'

Claims 2-11, 13-18, 20-22, 24-30 and 32-33 were rejected under 35 U.S.C. §103(a) as being unpatentable over Jones in view of Scheifler and U.S. pre-grant publication 2002/0123983 by Riley et al.

Claims 38 and 41 were rejected under 35 U.S.C. §103(a) as being unpatentable over Jones, Scheifler, and Quercia et al., "The Definitive Guides to the X Window System, *O'Reilly & Associates, Inc.*, Volume Three, Motif Edition, 1993.

In response to the office action, the preambles of the independent claims have been amended such that the claims are now directed to subject matter that is not shown or suggested in any of the cited references. Paraphrased, the independent claims now recite a methodology by which an agreed-upon level of service is provided to a customer. Stated another way, the claims recite a method and apparatus by which a level of service that was promised to a customer, can be ensured by using a computer to monitor whether time-critical services are provided to the customer.

Support for the claim amendments can be found in paragraph [0018], which states that FIG. 1 is a pictorial representation of a system to "ensure that an information technology (IT) provider meets its customers expectations *as set forth in a Level-of-Service (LOS) agreement.*"

(Emphasis added.) Paragraph [0018] also states that the monitoring system 100, “monitors service tickets to ensure that each service ticket is responded to *as agreed to in the contract with the customer...*” (Emphasis added.)

The amended claims, and the claims that depend from them, traverse the rejection because no reference or combination of references show or suggest a method or apparatus by which contractually-specified service levels are ensured by monitoring service ticket aging. In Jones, the text in column 2, lines 20-24 states that the times at which notifications are generated is specified by thresholds that are set at a customer service center. In Jones, the text in column 3, lines 66-67 states that the time at which an alert is generated is selected by the customer service center. Jones thus clearly teaches that the determination of when to report an aging customer complaint is determined by the service center and *not* by any agreement or contract between the service provider and a customer, as the applicant’s amended claims now require. Stated another way, Jones teaches that the determination of how and when to provide customer service is determined entirely and exclusively by the service provider without regard to the customer to whom service is to be provided.

The Applicant respectfully contends that the amended claims traverse the rejections and place the claims in condition for allowance. Reconsideration of the claims is therefore respectfully requested.

Respectfully submitted,

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